

TOLLING AGREEMENT

FOR

VERMICULITE PRODUCTS - CITYSIDE HOMES SITE

The United States, on behalf of the United States Environmental Protection Agency ("EPA"), contends that it has a cause of action pursuant to Sections 104, 106, 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9606, 9607 and 9613 ("CERCLA") against Greer Capital Corporation and Vermiculite Products, Inc. ("Respondents") for, *inter alia*, all response costs incurred for the Vermiculite Products - Cityside Homes Site (the "Tolled Claims"). The United States contends that it has incurred response costs related to the removal action at the Vermiculite Products - Cityside Homes site (the "Site"). In response, the Respondents contend that they are not liable and that they have defenses against the United States' Tolled Claims including, but not limited to, the defense that such claims are time-barred. The Site is located in Harris County, Houston, Texas.

The United States and Respondents (collectively "the Parties") enter into this Tolling Agreement ("Tolling Agreement") to facilitate settlement negotiations between the Parties within the time period provided by this Tolling Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on July 6, 2017, and running through July 10, 2018, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. The Respondents shall not assert, plead, or raise against the United States in any fashion whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations during the Tolling Period or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil

action, is applicable to the Tolerated Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolerated Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. Likewise, the Respondents reserve the right to assert that any claim filed against it by the United States is time-barred. Nothing in this Tolling Agreement shall be construed in any manner to revive any cause of action upon which the statute of limitations has already expired as of the effective date of this Tolling Agreement.

5. This Tolling Agreement may not be modified except in a writing signed by each of the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to the Respondent. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Respondent or the date on which the United States may file such a complaint, except as expressly stated herein. This Tolling Agreement likewise does not limit in any way the nature or scope of any defenses that the Respondents may have against any claims asserted by the United States, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

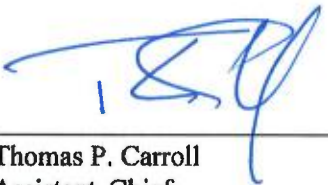
9. This Tolling Agreement may be signed in counterparts, and each counterpart when so executed shall be deemed to be an original but which together shall constitute one and the same agreement. The Parties further agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, once executed, in counterpart or non-counterpart format, shall be effective in all respects as original hand-written signatures placed on hard copies when converted to an electronic format (e.g., .pdf) and then delivered to the other party(ies) by facsimile, scanned image, or as an attachment to electronic mail (e-mail). The parties may, but are not required, to exchange hard copy inked originals of their signatory copies of this Agreement, ancillary agreements and related documents. This Tolling Agreement need not be filed with the Court. This Tolling Agreement is effective on July 6, 2017, even if signing takes place after July 6, 2017.

10. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the EPA, and upon Respondent and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency, consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 12th day of June, 2017.



Thomas P. Carroll
Assistant Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

Respondent, Greer Capital Corporation., consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 2nd day of June 2017.

By: Larry Nettles
Counsel or other representative

Larry W. Nettles
Attorney for Greer Capital Corporation
Print Name and Title

Contact for notification of termination of settlement negotiations pursuant to paragraph 6 of this Tolling Agreement:

Name and Address:

Larry W. Nettles
Vinson + Elkins LLP
1001 Fannin St., Suite 2500
Houston, TX 77002-6760

Respondent, Vermiculite Products, Inc. consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this 5th day of June 2017.

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By:

Christopher B. Pepper
Counsel or other representative

Christopher B. Pepper
Print Name and Title

Contact for notification of termination of settlement negotiations pursuant to paragraph 6 of this Tolling Agreement:

Name and Address:

Christopher B. Pepper
Attorney @ Law
Winstead PC
401 Congress Ave, Ste. 2100
Austin TX 78701